

Exhibit C

Demolition and Removal Locations

Parcel 179 – Former ATT Cellular Store
Route 94/Future Route 364, St. Charles, County
1615 Jungerman Road
St. Charles, MO, 63304

Additional Demolition and Removal Specifications

1.0 Description. All demolition and removal work shall be in accordance with Section 202 of the Missouri Standard Specifications except as herein amended or modified.

2.0 Description of Buildings and Structures. The plans include an approximate description of the various buildings, structures, and other improvements located on each parcel which have been gathered from appraisals and/or on-site visits. It is an inherent risk of the work that the contractor may encounter different features of a building, structure, or other improvement which interferes with the work. The contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the contractor and the Commission as of the time of bid and award of contract. Any representation as to the accuracy or completeness of this information is disclaimed by the Commission and the contractor expressly acknowledges that no representation of specific features of any building, structure, or other improvement is intended by the Commission or may be relied upon by the contractor for bidding or any other purpose including as the basis of or evidence supporting any element of any claim for additional time or compensation arising from the presence of other features and improvements within or around the buildings, structures, or improvements unless otherwise provided for under Sec 202.

3.0 Occupied Parcel.

3.1 The contractor's attention is directed to the fact that Parcel 179 was not vacated or tested for asbestos containing materials (ACM) and painted concrete prior to preparation of the bid proposal. The contractor will be given a Notice to Remove when the parcel is vacated and surveying and testing for ACM and painted concrete is complete. The contractor shall not begin demolition and removal work on the parcel until the date stipulated in the Notice to Remove document.

3.2 The Commission will survey and test the parcel for ACM's after the parcel is vacated and the test results will be provided with the Notice to Remove. If ACM's are identified the contractor shall remove them in accordance with Sec 202.40. All additional work for removing, hauling, and disposing of ACM's from untested occupied parcels will be handled in accordance with paragraphs 10.0 – 10.4 below.

3.3 The Commission will survey and test the parcel for painted concrete after the parcel is vacated and the test results will be provided with the Notice to Remove. If painted concrete that exceeds MDNR clean fill criteria is identified, the contractor shall dispose of the material in accordance with specifications contained in paragraphs 4.0 - 4.2 below. All additional work for removing, hauling, and disposing of painted concrete that exceeds clean fill criteria from untested occupied parcels will be handled in accordance with paragraphs 10.0 – 10.4 below.

4.0 Painted Concrete, Brick, and Block.

4.1 Painted concrete, brick, or block (hereafter referred to as painted concrete) portions of buildings and improvements have not yet been tested for heavy metal based paint to determine the final disposition of the material. Upon final testing the contractor will be provided with test results for the painted concrete portions of the building. All painted concrete that meets clean fill criteria shall be disposed off the parcel with other concrete materials at a location furnished by the contractor in accordance with Sec 202. All painted concrete that exceeds clean fill criteria and is not classified as hazardous waste shall be removed and disposed of at a demolition or sanitary landfill with other building demolition debris. Any painted concrete classified as hazardous waste shall be handled in accordance with Sec 202.3.5.

4.2 All costs for removing, hauling, and disposing of painted concrete that can be used as clean fill will be considered completely covered by the contract unit price for demolition and removal for Parcel 179. Payment for any additional work required to properly dispose of painted concrete that exceeds clean fill criteria from the untested building will be handled in accordance with paragraphs 10.0 – 10.4 below.

5.0 Dust and Emissions Control. All work shall be in accordance with Sec 202.2.3. In addition, all buildings, structures, and improvements shall be adequately wetted during demolition and removal operations to minimize dust and visible emissions. Water and necessary connections shall be provided by the contractor at the contractors expense.

6.0 Incidental Demolition and Removal for ACM Removal.

6.1 The Asbestos Survey Reports describe the type and location of ACM's in the buildings and structures. Some ACM's which require removal prior to demolition of the building may be located beneath non-asbestos materials, located within walls, located within multiple layers of floor coverings, or otherwise require removal of some portion of the existing building or structure to gain access to the ACM.

6.2 All demolition work required to remove non-asbestos materials to gain access to ACM's for proper removal will be considered incidental to the work and be considered included in the contract unit price for removal of the specified ACM. Multiple layers of ACM requiring removal such as two layers of friable floor sheeting will be measured and paid for separately.

7.0 Future Excavation – Parcel 179.

7.1 Parcel 179 is in an area of future excavation therefore all concrete basement and foundation walls, footings, floors, slabs, brick and block walls, stone walls, pavement, sidewalks, various slabs, asphalt driveways, asphalt parking areas, and any other types of incidental masonry materials shall be completely removed prior to backfilling. All material resulting from such removals meeting the requirements of clean fill, including asphalt pavement, shall be removed from the parcels and disposed off the right of way by the contractor.

7.2 Backfill material for all resulting trenches, holes, pits, etc. shall be clean rock-free soil from a source furnished by the contractor and approved by the engineer. Broken concrete, brick, block, stone, rock, or other masonry shall not be used for backfill.

7.3 All costs for removing and disposing of concrete and incidental masonry material will be considered completely covered by the contract unit price for demolition and removal of buildings. No direct payment will be made for furnishing and placing backfill material.

8.0 Pollution, Erosion, and Sediment Control.

8.1 The contractor shall exercise effective pollution, erosion, and sediment control practices on all parcels in accordance with Sec 806.

8.2 The contractor shall furnish and install sediment control devices on Parcel 179 as shown in the bid quantities and as directed by the engineer. After removal of the existing parking areas and pavements the erodible area is potentially large enough to allow silt to move off the parcel. All costs for pollution, erosion, and sediment control on Parcel 179 will be considered completely covered by the contract unit price for Silt Fence as listed in the quantities.

9.0 Fertilizing, Seeding, and Mulching – Parcel 179.

9.1 Description. All areas disturbed by the contractor's operations on Parcel 179 shall be fertilized, seeded, and mulched.

9.2 Fertilizing. All work shall be in accordance with Sec 801. Lime will not be required. Fertilizer shall be applied at the following rate:

| | |
|--|--------------------------|
| Nitrogen (N) | 100 lbs. per acre |
| Phosphoric Acid (P ₂ O ₅) | 100 lbs. per acre |
| Potash (K ₂ O) | <u>100 lbs. per acre</u> |
| Total Mixture | 300 lbs. per acre |

9.3 Seeding. All work shall be in accordance with Sec 805. The following seed mixture shall be applied at the rate specified in pounds of pure live seed per acre:

| <u>Seed Mixture</u> | <u>Rate</u> |
|---------------------|-------------------------|
| Tall Fescue | 200 lbs. per acre |
| Annual Ryegrass | 40 lbs. per acre |
| White Clover | <u>10 lbs. per acre</u> |
| Total Mixture | 250 lbs. per acre |

9.4 Mulching. All work shall be in accordance with Sec 802.

9.5 Acceptance. Acceptance of the work will be in accordance with Sec 805.4.

9.6 Method of Measurement and Basis of Payment. This work will not be measured for payment but will be considered a lump sum unit for each parcel which will include all fertilizing, seeding and mulching required on each parcel. Accepted work will be paid for at the contract unit price.

10.0 Changes in the Work. When necessary to satisfactorily complete the project, the Missouri Department of Transportation (MoDOT) reserves the right to change quantities or make other changes for which there are no provisions included in the contract.

10.1 If the work does not involve a significant change in the quantity (either up or down) of an established contract item, then the contractor shall complete the work as necessary and payment will be made at the established contract unit prices.

10.2 A significant change is defined as an increase in excess of 125% or decrease below 75% of the original contract quantity on a major item of work. A major item of work is defined as any contract item with an original value in excess of 10% of the original contract amount.

10.3 If the work involves a significant change in the quantity of a major item then an equitable adjustment may be made to that item's unit price. Either MoDOT or the contractor may request that such an adjustment be made and the contractor shall furnish such information needed to establish the equitable price adjustment. Such adjustment will be determined based on the contractor's actual costs to perform the work, excluding any anticipated profits from work not performed. This determination will be consistent with the contractor's other proven costs to perform the contract work, as shown in the contractor's bid computations and project cost records.

10.4 If the change involves an item for which no price is established in the contract then an equitable adjustment will be agreed to by both MoDOT and the contractor prior to performance of the work. Such adjustment will be determined based on the contractor's actual costs to perform the work. If a basis cannot be agreed upon, then an adjustment will be made in such amount as MoDOT may determine to be fair and equitable.